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09-28966

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 2:09-bk-26499-SSC

Paul Brian Carr
Debtor.

Chapter 13

(Related to Docket #45)

U.S. Bank, National Association

**STIPULATION REGARDING
MOTION FOR RELIEF**

Movant,

vs.

Paul Brian Carr, Debtor; Edward J. Maney, Trustee.

Respondents.

IT IS HEREBY STIPULATED by and between the parties herein, through counsel undersigned, that all stays and injunctions, including the automatic stays under U.S. Bankruptcy Code Section 362(a), are hereby vacated with respect to the real property which is the subject of the Deed of Trust recorded in the records of the Maricopa County, Arizona Recorder's Office, wherein Paul

Brian Carr, is designated as trustor and U.S. Bank, National Association is the current beneficiary, which Deed of Trust encumbers the following described real property:

Unit 5 of Tempe Gardens Townhouse, according to Declaration of Horizontal Property Regime recorded in Docket 4995, page 598 and Plat recorded in Book 105 of Maps, Pages 23 thru 28, records of Maricopa County, Arizona;

TOGETHER WITH an undivided interest in and to the common areas as set forth in said Declaration and as designated on said plat.

IT IS FURTHER STIPULATED that the debtor will cure the post-petition arrearages currently due as follows:

3 Monthly Payments(s) at \$1,032.48 (February 1, 2011 - April 1, 2011)	\$3,097.44
2 Late Charge(s) at \$51.34 (February 1, 2011 - March 1, 2011)	\$102.68
Property Inspections	\$38.00
Motion for Relief Filing Fee	\$150.00
Attorneys Fees	\$650.00
Suspense Amount	(\$399.92)
Total	\$3,638.20

1. The total arrearage shall be paid in six monthly installments. Payments one through five (1-5) in the amount of \$ 606.37 shall be in addition to the regular monthly payment and shall be due on or before the 15th day of the month commencing with the May 1, 2011 payment and continuing throughout and concluding on or before October 15th, 2011. The sixth final payment in the amount of \$ 606.35 shall be paid on or before the October 15th, 2011.

2. In addition to the payment listed in Paragraph 1, the Debtor, will make the regular post-petition payment due for May 1st, 2011, which shall be made when due, and all subsequent payments shall be made when due.

IT IS FURTHER STIPULATED that U.S. Bank, National Association as the current beneficiary under the above described Deed of Trust agrees not to conduct a Trustee's Sale or judicial

1 "foreclosure" on its Deed of Trust, so long as the terms of this Stipulation are complied with. In the
2 event of default in making any payments described herein Secured Creditor is permitted, in its
3 discretion, to conduct a Trustee's Sale, judicial foreclosure, or take whatever other actions necessary
4 to protect their interest in the above legally described property upon giving written notice of such
5 default to debtor, Debtor's Counsel and Trustee and Debtor's failure to cure such default within fifteen
6 (15) days of the date of such notice. In the event said default is not cured within said fifteen (15) day
7 period, all arrearages, both pre-petition and post-petition shall become immediately due and payable
8 in full and pre-petition arrearages shall not continue to be payable under the terms of the Plan.
9

10 IT IS FURTHER STIPULATED that if a default notice becomes necessary, Debtor will be
11 charged \$150.00 for fees and costs associated with handling the curing of the default, to be paid
12 together with the defaulted payment and late charge. Debtor shall tender the default payment, late
13 charge and the additional \$150.00 fee for attorney's fees and costs, as set forth above, in the form of a
14 cashier's check or money order, made payable to Movant. If the defaulted payments are not received
15 by Movant, together with the late charge and the \$150.00 default fee, within fifteen days after the
16 default notice was sent, all arrearages, both pre-petition and post-petition shall become immediately
17 due and payable in full and pre-petition arrearages shall not continue to be payable under the terms of
18 the plan.
19

20 IT IS FURTHER STIPULATED that if Debtor Bankruptcy Case No. 2:09-bk-26499-SSC is
21 dismissed, either voluntary or involuntary, for any reason, this Stipulation will become null and void
22 and U.S. Bank, National Association, and after such dismissal, may, in its discretion, conduct a
23 Trustee's Sale or judicial "foreclosure" on its Deed of Trust or take whatever other actions necessary
24 to protect their interest in the above legally described property.
25
26

1 IT IS FURTHER STIPULATED that in the event of conversion by the Debtor to any other
2 bankruptcy chapter, the repayment portion of this Order shall become null and void, except that the
3 portion of this Order vacating the automatic stay under U.S. Bankruptcy Code Section 362 (a) shall
4 remain in full force and effect.

5 IT IS FURTHER STIPULATED that any hearings scheduled in the matter are vacated.

6 DATED this 20 4/21/ day of 2011.

7 TIFFANY & BOSCO, P.A.

8 By 

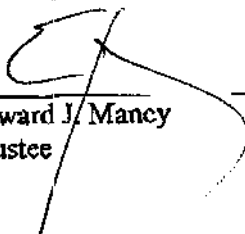
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12 
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14 
15 Edward J. Mancy
16 Trustee